

Curators

BLACKWELL SANDERS MATHENY WEARY & LOMBARDI

FIVE CROWN CENTER

2480 PERSHING ROAD

KANSAS CITY, MISSOURI 64108

MENEFEE D. BLACKWELL
WILLIAM H. SANDERS
EDWARD T. MATHENY, JR.
DANIEL C. WEARY
CORNELIUS E. LOMBARDI, JR.
JAMES H. HORN
LARRY L. McMULLEN
JOHN P. WILLIAMS
WILLIAM W. LARUE
DAVID L. WEST
JAMES BORTHWICK
DAVID C. TROWBRIDGE
WILLIAM C. NULTON

816 474-5700

STEPHEN T. ADAMS
JOHN R. PHILLIPS
EDWARD H. SHEPPARD
THOMAS W. WAGSTAFF
STEPHEN M. BLACKWELL
WILLIAM A. LYNCH
DENNIS P. WILBERT
SHIRLEY WARD KEELER
LARRY E. SKAER

February 18, 1975

Mr. Laurence Sickman
The Nelson Gallery of Art
4525 Oak Street
Kansas City, Missouri 64111

Dear Larry:

You handed me for comment a copy of the "Grant Agreement" between the United States and the National Gallery, relating to the expenses to cover the Chinese curators and their interpreter, and I understand it is anticipated a similar agreement would be made with The Nelson Gallery Foundation.

The comments I have are as follows:

1. In Article IV D there is a requirement to furnish health and accident insurance material, which it is said will be provided by the Department of State. When you are in Washington I think you will want to inquire further into this. Perhaps all that is involved is for the Foundation to pay the premium.
2. In Article IV E there is a reference to compliance with the "Guidelines for the Administration of Department of State Grant Agreements Awarded by the Bureau of Educational and Cultural Affairs." You will want to get a copy of this.
3. In the General Conditions, attention is called to Paragraph I. With one possible exception, this looks all right to me, but Mr. Songer may want to go over it with Mr. Bioff. The possible exception is in subparagraph (7), which requires that the material regarding non-discrimination be included in subcontracts and purchase orders. It is my recollection that the regulations referred to exclude subcontracts or orders less than \$50,000, and this presumably would exempt the

10,000

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Mr. Laurence Sickman
February 18, 1975
Page 2

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Sincerely yours,

Chuck

MDB:1mm

cc: Mr. Milton McGreevy
Mr. Herman R. Sutherland

STATE DEPARTMENT EXPENSES

REQUISITION NUMBER	DATE	PER DIEM ISSUED TO	CHARGE	RECEIPT
3250	04/17/75	Chinese Working Party 5 people, 5 days (20.00 a day)	\$ 500.00	
3254	04/15/75	Chinese Working Party 5 people, 7 days (20.00 a day)	\$ 700.00	
3253	04/15/75	Chinese Working Party 5 people, 7 days (20.00 per day)	\$ 700.00	
3514	05/27/75	Chinese Working Party 5 people, 7 days (20.00 per day)	\$ 700.00	
3517	05/27/75	Chinese Working Party 5 people, 7 days (20.00 per day)	\$ 700.00	
3518	05/27/75	Chinese Working Party 5 people, 7 days (20.00 per day)	\$ 700.00	
3520	05/27/75	Chinese Working Party 5 people, 7 days (20.00 per day)	\$ 700.00	
3521	05/27/75	Chinese Working Party 5 people, 7 days (20.00 per day)	\$ 700.00	
3522	05/27/75	Chinese Working Party 4 people, 7 days (20.00 per day)	\$ 560.00	
3561	06/03/75	Chinese Working Party 3 people, 7 days (20.00 per day)	\$ 420.00	
3741	06/11/75	Chinese Working Party 4 people, 1 day (20.00 per day)	\$ 80.00	
		TOTAL CHARGES	\$6460.00	

STATE DEPARTMENT EXPENSES

HOTEL

REQUISITION NUMBER	DATE	ISSUED TO	CHARGE	RECEIPT
3513	05/27/75	Plaza Inn		
		4/8/75 - 4/30/75 Mai, Y.	\$ 515.63	
		4/8/75 - 4/30/75 Keng	506.00	
		4/8/75 - 4/30/75 Wu	506.00	
		4/8/75 - 4/30/75 Wang	264.00	
		4/8/75 - 4/30/75 Wang, N.	352.00	
		4/8/75 - 4/30/75 Li, C.	365.38	
		4/8/75 - 4/30/75 Yu, P.	\$ 266.98	
			<u>\$2776.09</u>	
4095	07/21/75	Plaza Inn		
		5/1/75 - 5/18/75 Wu, C.	\$ 400.25	
		5/1/75 - 5/18/75 Mai	409.25	
		5/1/75 - 5/18/75 Keng	\$ 402.21	
			<u>\$1211.71</u>	
4075	07/21/75	Plaza Inn		
		5/21/75 - 5/19/75 Yu, P.	\$ 455.19	
		5/19/75 - 5/31/75 Mai	286.00	
		6/1/75 - 6/16/75 Mai	\$ 333.00	
			<u>\$1074.19</u>	
4083	07/15/75	Plaza Inn		
		5/19/75 - 5/31/75 Wang	\$ 286.00	
		5/1/75 - 5/18/75 Wang	397.75	
		6/1/75 - 6/16/75 Wang	\$ 333.00	
			<u>\$1016.75</u>	
4082	07/15/75	Plaza Inn		
		5/19/75 - 5/31/75 Keng	\$ 298.29	
		6/1/75 - 6/16/75 Keng	348.17	
		5/19/75 - 5/31/75 Yu	296.31	
		6/1/75 - 6/16/75 Yu	\$ 342.74	
			<u>\$1285.51</u>	
		TOTAL CHARGES	<u>\$7364.25</u>	

STATE DEPARTMENT EXPENSES

TRAVEL

REQUISITION NUMBER	DATE	ISSUED TO	CHARGE	RECEIPT
4581	05/02/75	Roanoke Limousine	\$ 37.50	
3411	05/15/75	Advance to resident Chinese curators to travel in the East	\$ 500.00	
3414	05/16/75	Toedman Cabs, Inc	\$ 46.70	
3473	05/21/75	O'Keefe Travel		
		*5/8/75 Amtrak	\$ 72.00	
		015 - Yu, P.	230.10	
		015 - Wang, H.	230.10	
		015 - Mai, M.	230.10	
		015 - Freisner, R.	230.10	
		015 - Keng, T.	188.73	
		015 - Wu, C.	\$ 188.73	
			<u>\$1369.86</u>	
3471	05/21/75 (04/10/75 to 05/19/75)	Robert Freisner Escorting Chinese around Kansas City	\$ 102.16	
1747	06/09/75	Cash refund to pay for travel tickets (3 @ \$86.73)	\$(260.19)	
3520	05/27/75	Travel Advance for Chinese Working Party	\$ 600.00	
3542	06/02/75	Trans World Airlines		
		4/21/75 Freisner	\$ 88.37	
		4/21/75 Wang	\$ 88.37	
			<u>\$ 176.74</u>	
3737	06/09/75	Robert Freisner Reimbursement for 541 miles	\$ 83.75	
3751	06/19/75	Toedman Cabs, Inc.	\$ 42.10	
3760	06/19/75	Robert Freisner Reimbursement for escorting Chinese curator around K.C.	\$ 28.97	

* This is for service for P. Yu, H. Wang, M. Mai, R. Freisner, T. Keng and C. Wu from New York to Pennsylvania on 5/14/75.

TRAVEL

-2-

3936	07/02/75	Trans World Airlines	
		*5/15/75 Mai, Y.	\$ 962.92
		5/17/75 Mai, Y.	86.73
		5/17/75 Keng	86.73
		5/17/75 Wu, C.	\$ 86.73
			<u> </u>
			\$1223.11

* Keng, Wu and Freisner
on same flight.

4074	07/15/75	Toedman Cabs, Inc.	\$ 64.10
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1665	~ 05/21/75	Robert Freisner	
		Refund of travel expense	\$(533.82)

TOTAL CHARGES	\$3480.98
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STATE DEPARTMENT EXPENSES

MISCELLANEOUS

REQUISITION NUMBER	DATE	ISSUED TO	CHARGE	RECEIPT
3462	05/21/75	Southwestern Bell	\$ 18.15	
3954	07/08/75	Southwestern Bell	\$ 9.48	
4228	08/13/75	Robert Freisner Salary	<u>\$2341.03</u>	
		TOTAL CHARGES	\$2368.66	

STATE DEPARTMENT EXPENSES

SUMMARY

Per Diem - - - - -	\$ 6460.00
Hotel - - - - -	-\$ 7364.25
Travel - - - - -	\$ 3480.98
Miscellaneous - - - - -	-\$ 2368.66

TOTAL OF ALL CHARGES	\$19,673.89
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TOTAL RECEIPTS	\$25,000.00
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LESS CHARGES	<u>19,673.89</u>
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BALANCE	\$ 5,326.11
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Office of
LAURENCE SICKMAN
DIRECTOR

WILLIAM ROCKHILL NELSON GALLERY OF ART
The William Rockhill Nelson Trust
ATKINS MUSEUM OF FINE ARTS
4525 OAK STREET
KANSAS CITY, MISSOURI 64111
(816) 561-4000

UNIVERSITY TRUSTEES:
MILTON MCGREEVY
MENESEE D. BLACKWELL
HERMAN R. SUTHERLAND

3rd April, 1975

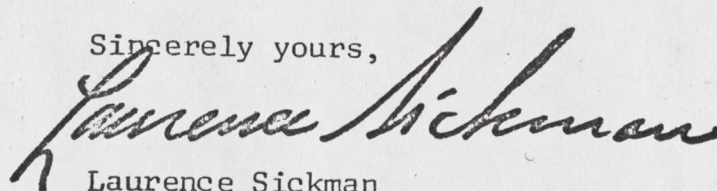
Charles Parkhurst, Esq.,
Assistant Director,
National Gallery of Art,
6th St. and Constitution Avenue N.W.,
Washington, D.C. 20565

Dear Mr. Parkhurst,

The following concerns the definition of the moment when the collection of exhibits in The Exhibition of Archaeological Finds of the People's Republic of China becomes the responsibility of the Nelson Gallery Foundation, Kansas City.

It is our understanding, and we agree, that the transfer of any legal responsibility for The Exhibition of the Archaeological Finds of the People's Republic of China from the National Gallery to the Nelson Gallery Foundation shall occur the moment the door of each aircraft in turn has been sealed the final and last time prior to takeoff of the aircraft from Dulles Airport.

Sincerely yours,


Laurence Sickman
Director

LS:jf



DEPARTMENT OF STATE

Washington, D.C. 20520

April 15, 1975

Mr. Milton McGreevy
Senior University Trustee
The Nelson Gallery-Atkins Museum
Kansas City, Missouri 64111

Dear Mr. McGreevy:

I am pleased to inform you that we are now in the process of amending an agreement with the People's Republic of China which will permit the Exhibition of Archeological Finds of the PRC to be shown in San Francisco, California. The Asian Art Museum of San Francisco will host this third and final American showing of the Chinese Exhibit before the objects are returned to Peking in the fall of 1975.

As you know, the Exhibition of Archeological Finds had a very successful run at the National Gallery of Art where over 700,000 people viewed the exhibit between its opening last December and its closing March 30. This magnificent display now moves on to your museum, where I am confident it will continue to attract large audiences during its showing from April 20 to June 7, 1975. Shortly thereafter the exhibition will reopen in San Francisco where it will stay for approximately two months; the exact dates have not yet been set.

On behalf of the Department of State, I would like to express our appreciation for your help in making this exhibition a success and to ask if you would continue to serve as a member of the Committee of Honor for the final showing of the Chinese Exhibition in San Francisco. The Department and the Asian Art Museum of San Francisco soon will be making an official announcement about the extension of the exhibit to the West Coast.

Sincerely yours,

John Richardson, Jr.
Assistant Secretary for
Educational and Cultural Affairs

✓ Copy to Mr. Sickman

April 24, 1975

Mr. John Richardson, Jr.
Assistant Secretary for
Educational and Cultural Affairs
Department of State
Washington, D. C. 20520

Dear Mr. Richardson:

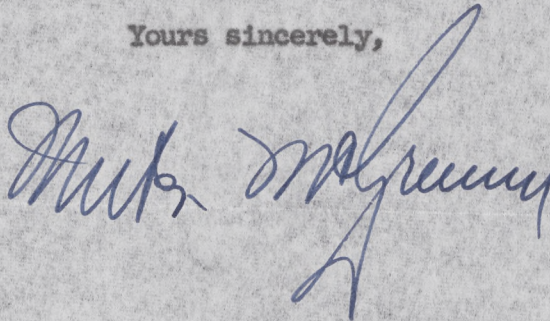
I have your letter of April 15.

I wish to assure you that the Exhibition of the Archeological Finds is going very well in Kansas City. We had a formal Opening Saturday night on which occasion about 800 attended. On Sunday night the attendance I understand was 6,000.

The attendance seems to be running about 2,000 a day and we expect we will continue to have large crowds on the week-ends. We have scheduled out-of-town groups to the extent of 50,000 people. We are very pleased at the way everything is going.

I will be glad to continue to serve as a member of the Committee of Honor for the final showing in San Francisco.

Yours sincerely,



Milton McGreevy
mco

OFFICE OF
MILTON McGREEVY
ONE CROWN CENTER—SUITE 150
2400 PERSHING ROAD
KANSAS CITY, MISSOURI 64108

UNIVERSITY TRUSTEES
THE WILLIAM ROCKHILL NELSON TRUST
KANSAS CITY, MISSOURI

MILTON McGREEVY
MENEFEE D. BLACKWELL
HERMAN ROBERT SUTHERLAND

April 24, 1975

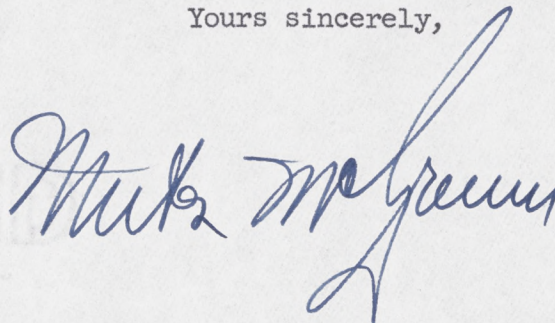
Mr. Laurence Sickman
Nelson Gallery of Art
4525 Oak
Kansas City, Mo. 64111

Dear Larry:

I received a letter from John Richardson, Jr. of the
Department of State in Washington, D. C. dated April 15. I
enclose copy and copy of my reply.

Yours sincerely,

Milton McGreevy
mco

A handwritten signature in blue ink, appearing to read "Milton McGreevy", with a large, sweeping flourish at the end.

3rd March, 1975

Hsieh Ch'i-mei, Esq.,
The Liaison Office of the
People's Republic of China,
2300 Connecticut Avenue N.W.,
Washington, D.C. 20008

Dear Mr. Hsieh,

This letter relates to the matter we discussed by telephone this afternoon.

As I told you we have inexplicably made a grievous error in announcing the closing date at the Nelson Gallery as June 8th.

Mr. Li kindly brought to our attention that in the letter from His Excellency Yu Chan, Vice Minister of Foreign Affairs from the People's Republic of China, Peking, October 28th, 1974, the date there is June 7th.

As I mentioned to you, the 8th of June is a Sunday, and we are very much in hope that the exhibition can be extended through that weekend, as it would give several thousand additional visitors the opportunity of enjoying the exhibition. There is a further factor that normally our packers and Gallery personnel are not on duty on Sundays. I am afraid the error came about in the very early stages of discussing the dates with the National Gallery and other officials in Washington. We fell into the error rather naturally inasmuch as the normal procedure is to carry an exhibition through the weekend. Under the circumstances we would very much appreciate your good offices if you could assist us in extending the closing date of the exhibition another 24 hours, bringing it to 6 o'clock Sunday evening, the 8th of June.

There is some urgency in this matter as we are reprinting our revised announcement brochure here and it is essential we have the correct date.

Thanking you for your consideration of this matter, with every good wish.

Sincerely yours,

Laurence Sickman
Director

LS:jf



DEPARTMENT OF STATE

Washington, D.C. 20520

Mr. Laurence Sickman, Director
William Rockhill Nelson Gallery of Art
4525 Oak Street
Kansas City, Missouri 64111

Dear Mr. Sickman:

Reference is made to your letter of March 4, 1975, concerning the exhibition of Archaeological Finds of the People's Republic of China in the Nelson Gallery-Atkins Museum.

We concur in your view that the exhibition serves the national objectives in promoting understanding and friendship between the Chinese and the American people and it was for this reason that Congress enacted P.L. 93-287, approved May 21, 1974, authorizing the Department to enter into an indemnification agreement with the People's Republic of China against loss or damage to the objects in the exhibition.

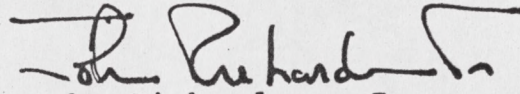
We are extremely gratified that the Gallery has undertaken the responsibility of holding the exhibition and are appreciative of the Gallery's concern for the security of the exhibition and the Gallery's coordination on this matter with the appropriate officials of the Department of State. We note in this connection that under the agreement with the People's Republic of China of October 28, 1974, it was required that the objects be handed over to a representative of the United States Government in Toronto and that the objects be handed back in Peking by a representative of the United States Government. On November 24, 1974, in Toronto, a State Department official, pursuant to authorization, signed the transfer document for the handing over of the objects. We therefore consider that the Gallery is acting in implementation of our custodial responsibility and we are, of course, most anxious that nothing occur which gives rise to any claim on the part of the People's Republic of China.

Finally, we note that it would cost in the neighborhood of \$42,000 for the Gallery to take out insurance against the possibility of the Department

going against the Gallery for any negligence of the Museum or its representatives, and that the Gallery would have to seek funds for such payment from the National Endowment for the Humanities, a Federal agency. The cost of such insurance would thus be borne by the United States Government.

In the circumstances described, it is considered appropriate and in the overall interest of the United States Government that we give assurance to the trustees of the Nelson Gallery Foundation that no claim will be made against it or its representatives as a consequences of any indemnification paid by the United States Government for loss or damage suffered by the exhibition, and we hereby give this assurance.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "John Richardson, Jr.", with a stylized flourish at the end.

John Richardson, Jr.
Assistant Secretary
for Educational and
Cultural Affairs

WILLIAM ROCKHILL NELSON GALLERY OF ART
ATKINS MUSEUM OF FINE ARTS
KANSAS CITY, MISSOURI

31st March, 1975

The Honorable John Richardson, Jr.,
Assistant Secretary for Educational
and Cultural Affairs,
Department of State,
Washington, D.C. 20520

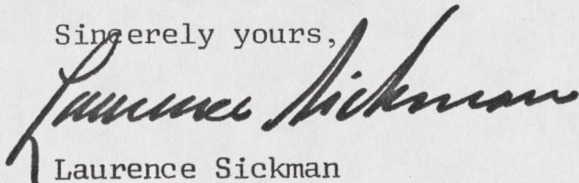
Dear Mr. Richardson,

Thank you so much for your helpful letter concerning the insurance covering the Exhibition of Archaeological Finds of the People's Republic of China during its sojourn at the Nelson Gallery-Atkins Museum.

I hope the concern of my Trustees in assuming a very heavy obligation is understandable, and your letter has completely clarified this aspect of the Exhibition.

My Trustees join me in thanking you for the attention you have given this essential matter.

Sincerely yours,



Laurence Sickman
Director

LS:jf

Peoples Republic
agreements
(Parkhurst on
Royalties)
February 20, 1975

Dear Mr. Wu:

Following our discussion on Friday, January 17 and Thursday, February 13, this letter is intended to confirm the following business arrangements arrived at in the course of these meetings.

First, it was agreed that we would pay to you 8% of the total receipts deriving from the sale of text catalogues while the Chinese Exhibition is at the National Gallery of Art.

Secondly, we agree to pay you 5% of the total receipts resulting from the sale of slides made from materials provided by you and sold while the Chinese Exhibition is at the National Gallery. The Administrator, Mr. English, will keep you informed as to the quantity of slides produced and quantity sold.

Thirdly, we are most grateful to you for allowing us to use the slide-tape lecture without fee. Of the five sets that have been prepared, one set has already been sent to Mr. Hsieh Ch'i-mei, another set will be retained by the National Gallery of Art. After the exhibition has closed, the remainder will be given to the Nelson-Atkins Museum of Fine Arts, Kansas City, which says it would be happy to have them, or the sets can be given to the Working Group.

Lastly, with regard to the sale for educational purposes of black and white photographs made from negatives provided by you, we are in the process of turning over this proposal to the Nelson-Atkins Museum, and have submitted to you a draft of a form for notifying the visitors of this, for your consideration.

If the contents of this letter are correct and acceptable to you, please sign the attached copy at the place indicated and return it to me.

Sincerely,

Mr. Wu Chung-lun
c/o National Gallery of Art
Washington, DC 20565

Charles Parkhurst
Assistant Director

Correct and Accepted _____
Date _____

CC:D,A,T,JH,MZ,LS

Catalogue
8c/o

Slides
5c/o

?

Washington

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FIVE CROWN CENTER

2480 PERSHING ROAD

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Mr. Laurence Sickman
February 18, 1975
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Sincerely yours,

Chuck

MDB:1mm

cc: Mr. Milton McGreevy
Mr. Herman R. Sutherland

CU/EA - Mr. Johnson

BUREAU OF EDUCATIONAL AND CULTURAL AFFAIRS (CU)

AGREEMENT BETWEEN THE GOVERNMENT OF
THE UNITED STATES OF AMERICA AND
THE TRUSTEES OF THE NATIONAL
GALLERY OF ART

GRANT NO. 1069-587088

1. Address of Grantee

4TH AND MADISON DRIVE, N.W.
WASHINGTON, D.C. 20565

2. Program Director

Mr. Lloyd Hayes

3. Amount of Grant

U. S. dollars:

\$ 48,000.00

Excess Foreign Currency:

\$ - 0 -

Travel Funds Withheld:

\$ - 0 -

Total

\$ 48,000.00

4. CU Program Officer

Name:

Mr. Leon Johnson

Office Symbol:

CU/EA

5. a. Fiscal Data

Appropriation

Allotment

Obligation

Object

Amount

1951128.4

1069

587088

4100

\$48,000.00

b. PERIOD OF AGREEMENT

December 1, 1974 - May 30, 1975

GRANT AGREEMENT
BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE
TRUSTEES OF THE NATIONAL GALLERY OF ART

MEMORANDUM OF AGREEMENT, made and entered into between the Government of the United States of America (hereinafter referred to as the "Government"), acting through the Department of State (hereinafter referred to as the "Department") and, the Trustees of the National Gallery of Art, constituted under and by virtue of a joint resolution of the Congress of the United States of America, approved March 24, 1937, located in Washington, D. C. (hereinafter referred to as the "Gallery").

WHEREAS, the Department is conducting an educational and cultural exchange program as authorized under the applicable provisions of the Mutual Educational and Cultural Exchange Act of 1961, Public Law 87-256, and

WHEREAS, the Department deems it desirable to assist the Gallery in furtherance of the purposes of this program, and

WHEREAS, the Gallery is qualified and has indicated its willingness to carry out the program provided for herein in a manner and on conditions acceptable to the Department,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

ARTICLE I

PURPOSE

- A. The Department hereby awards a grant of \$48,000 to the Gallery to assist it in presenting an archaeological exhibit from the People's Republic of China. This grant will be used to cover expenses of five (5) Chinese curators and an escort/interpreter during the four to five months the exhibit will be presented at the Gallery.
- B. This grant is not intended to replace private efforts in this endeavor but rather to supplement such efforts with financial assistance being limited in keeping with the non-profit motive of the program.

ARTICLE II

PERIOD

- A. The period of this agreement shall be from November 24, 1974 through May 30, 1975.
- B. In the event the time prescribed herein should prove insufficient for the Gallery to carry out the program provided for herein, the Department may provide an extension of the period of the agreement as may be deemed advisable. Such an extension will be effective upon the execution of an amendment to the agreement for this purpose.

ARTICLE III

PAYMENT AND ITEMS OF EXPENDITURE

- A. The funds awarded pursuant to this agreement shall be used for the purpose described in Article I; shall be made available to the Gallery upon the execution of this agreement; and shall be expended in accordance with the items set forth in B herein below.

B.	<u>Items of Expenditure</u>	<u>Amount</u>
1.	<u>Foreign Visitors (5)</u>	\$41,500
	a. Per Diem - not to exceed \$45 per day for approximately 135 days for each of the Chinese visitors.	
	b. Transportation - expenses as required within the United States to enable the visitors to oversee the archaeological exhibit.	
	c. Educational and Cultural Allowances	
2.	<u>Escort Interpreter (1)</u>	6,500
	a. Compensation for the escort/interpreter for approximately five (5) months.	
	b. Transportation expenses within the United States.	
TOTAL		<u>\$48,000</u>

2 more

- C. It is understood and agreed that all other expenses of presenting the Peoples' Republic of China archaeological exhibit in Washington, D. C. will be covered by funds obtained from sources other than this agreement.
- D. The Gallery shall use United States flag carriers and less than first class accommodations for all travel supported by this agreement. Exceptions to these requirements may be made provided such exceptions are in full compliance with the travel provisions set forth in the "Guidelines for the Administration of Department of State Grant Agreements Awarded by the Bureau of Educational and Cultural Affairs" which are provided with this agreement.

ARTICLE IV

RESPONSIBILITIES

In carrying out the purpose of this agreement, the Gallery shall be responsible for:

- A. Arranging for the presentation of an archaeological exhibit from the People's Republic of China for approximately five (5) months.
- B. Overseeing the stay in Washington, D. C. of the ~~three~~ ^{five (5)} Chinese curators and arranging for an appropriate escort/interpreter to accompany and assist the curators during their visit. JGE
MK
- C. Disbursing the grant funds in accordance with the items of expenditure listed in Section B of Article III and maintaining accounting control of the funds with proper documentation as required under Section B of the General Conditions.
- D. Furnishing health and accident insurance material to the Chinese visitors and reporting their coverage dates to the Department for inclusion in the Department's insurance program. The necessary material and forms will be provided by the Department.
- E. Complying with the applicable provisions of the "Guidelines for the Administration of Department of State Grant Agreements Awarded by the Bureau of Educational and Cultural Affairs."
- F. Stating in any announcements or publicity concerning this project that it is assisted financially by the Bureau of Educational and Cultural Affairs of the Department of State.

ARTICLE V

REPORTS

The Gallery shall submit the following written report to the Contract Negotiation and Compliance Branch, Budget Management Division, Bureau of Educational and Cultural Affairs of the Department:

Financial

A report listing the items of expenditure and showing the amounts charged against each item and any unexpended balance of grant funds.

This report should include the names of the visitors and escort and is to be submitted within thirty (30) days after the expiration date of this agreement.

ARTICLE VI

LIAISON

All liaison shall be with the designated elements of the Bureau of Educational and Cultural Affairs of the Department relative to the following responsibilities incurred by the Gallery under this agreement:

- A. Program - With the Office of East Asian Programs.
- B. Financial - With the Contract Negotiation and Compliance Branch, Budget Management Division.

ARTICLE VII

NONEXPENDABLE EQUIPMENT

The Gallery agrees that none of the funds provided by this agreement shall be used for the purchase of nonexpendable items of equipment such as furniture or office equipment.

ARTICLE VIII

ARTICLE VIII

GENERAL CONDITIONS

The attached General Conditions are made part of this agreement and the Gallery's compliance with the conditions therein is mandatory.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates set forth below.

FOR THE TRUSTEES OF THE
NATIONAL GALLERY OF ART

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA
DEPARTMENT OF STATE

Joseph G. English Signature Norman W. Runkles

Joseph G. English Typed Name Norman W. Runkles

Administrator Title Acting Chief, Contract Negotiation
and Compliance Branch, Bureau of
Educational and Cultural Affairs

December 31, 1974 Date December 23, 1974

GENERAL CONDITIONS

A. ENTERTAINMENT

It is understood and agreed that none of the funds made available to the Contractor under this agreement may be used for the purpose of entertainment.

B. DOCUMENTATION

The Contractor shall maintain in its files documentation that will adequately substantiate all payments charged to this agreement. Lack of such documentation could result in a disallowance of charges to this agreement. Financial records shall be maintained in accordance with good accounting practices.

C. AMENDMENTS

This agreement is subject to amendment for such purposes as are necessary to enable the Contractor to assist the Department in the conduct of its educational and cultural exchange program.

D. REASSIGNMENT OF FUNDS

The Contractor, except when authorized above, shall not transfer or assign any part of the sum made available hereby to any other institution or organization for the performance of the functions, duties, or obligations assumed herein by the Contractor without the prior written approval of the Department.

E. EXAMINATION OF RECORDS

*3 yrs.
Records*

The Contractor agrees that the Department and the Comptroller General of the United States, or any of their duly authorized representatives shall until the expiration of three years after the termination of this agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor or any of its subcontractors engaged in the performance of and involving transactions related to this contract and subcontracts.

F. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, unless it be made with a corporation for

its general benefit.

G. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

H. DISPUTES

(1) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(2) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (1) above: Provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

I. EQUAL OPPORTUNITY

The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR ch.60).

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against an employee or applicant for employment because of race, creed, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto and will permit access to his books, records, and accounts by the contracting agency and the Secretary

of Labor, for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of Paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

J. COMPLIANCE WITH FEDERAL AND STATE LAWS

In the performance of the work authorized pursuant to this contract the Contractor agrees to comply with all applicable federal and state laws, rules and regulations which deal with or relate to the employment by the Contractor of the employees necessary for such performance.

K. TERMINATION

If the Department deems it in the best interest of the United States to terminate this agreement, the Department may terminate it by giving the Contractor thirty (30) days' notice in writing, and if for any reason beyond the control of the Contractor, the Contractor is unable to perform all of the conditions of this agreement, the Contractor may terminate it

by giving the Department thirty (30) days' notice in writing. In the event this agreement is terminated under this provision, the Contractor shall immediately terminate any contracts or any other obligations which it may have entered into and shall with the approval or ratification of the Department, settle all outstanding liabilities and all claims resulting from the termination of subcontracts and other obligations. There shall be returned to the Department any balance of funds received from the Department which is unused and found to be unnecessary to liquidate outstanding obligations.

L. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

(1) The performance of work under this contract may be terminated, in whole or from time to time in part, by the Government whenever for any reason the Contracting Officer shall determine that such termination is in the best interest of the Government. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

(2) After receipt of the Notice of Termination the Contractor shall cancel his outstanding commitments hereunder covering the procurement of materials, supplies, equipment, and miscellaneous items. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of his outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments the Contractor agrees to (a) settle all outstanding liabilities and all claims arising out of such cancellation of commitments, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all purposes of this clause, and (b) assign to the Government, in the manner, at the time, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(3) The Contractor shall submit his termination claim to the Contracting Officer promptly after receipt of a Notice of Termination, but in no event later than 90 days from the effective date thereof, unless one or more extensions in writing are granted by the Contracting Officer upon written request of the Contractor within such 90 day period or authorized extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the Contracting agency's procedures in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(4) Any determination of costs under paragraph (3) shall be governed by the cost principles set forth in Subpart 1-15.3 of the Federal Procurement Regulations (41 CFR 1-15.3), as in effect on the date of this contract, except that if the Contractor is not an educational institution the determination shall be governed by Subpart 1-15.2 of the Federal Procurement Regulations (41 CFR 1-15.2).

(5) Any disputes as to questions of fact which may arise hereunder shall be subject to the "Disputes" clause of this contract.

M. INTEREST AND REFUNDS

(1) Interest Earned on Funds Advanced

Any and all interest earned on funds advanced to the Contractor under this agreement shall become the property of the Government and shall be paid promptly to the Department for deposit into the Treasury as miscellaneous receipts. Such interest shall not be used for purposes under this or any other agreement.

(2) Refunds

a. U.S. Dollar Funds

If any of the funds made available to the Contractor are unexpended upon the expiration or termination of the grant, and any amendments thereto, as of the due date of the final financial report, a check made payable to the Department of State (CU) shall be forwarded with the final financial reports.

O. SECTION 705 OF THE GENERAL PROVISIONS OF THE DEPARTMENTS
OF STATE, JUSTICE, AND COMMERCE, THE JUDICIARY, AND
RELATED AGENCIES APPROPRIATION ACT

"Sec. 705. No part of the funds appropriated under this Act shall be used to provide a loan, guarantee of a loan, a grant, the salary of, or any remuneration whatever to any individual applying for admission, attending, employed by, teaching at or doing research at an institution of higher education who has engaged in conduct on or after August 1, 1969, which involves the use of (or the assistance to others in the use of) force or the threat of force or the seizure of property under the control of an institution of higher education, to require or prevent the availability of certain curriculum, or to prevent the faculty, administrative officials or students in such institution from engaging in their duties or pursuing their studies at such institution".

The Contractor will include the above provision in any sub-contract or agreement made with an institution of higher education and shall inform such subcontractors of their obligation to comply with the foregoing provision.

b. Foreign Currency Funds

If any of the funds made available to the Contractor are unexpended upon the expiration or termination of the grant, and any amendments thereto, such unexpended funds shall be forwarded with a copy of the final financial report to the appropriate American Embassy. Documentary evidence of refunds made to the Embassy must be included with the final financial report to the Department of State (CU).

c. Subsequent Refunds

The Contractor shall refund to the Department or the appropriate American Embassy all refunds, rebates or credits received after submission of the final financial report. The Contractor may, however, deduct from any such refunds, rebates, or credits all bona fide costs incurred by the Contractor prior to the expiration date of the agreement, but not billed to the Contractor until after submission of the financial report. When subsequent transactions of this nature occur, a notice shall be sent to the Department or the appropriate Embassy describing each item and amount involved and indicating that this subsequent notice amends the report previously submitted. A copy of such notice, together with the net amount of the refund shall be forwarded to the Department or the appropriate Embassy.

N. NONDISCRIMINATION

Title VI of the Civil Rights Act of 1964 states:
"No person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."
Therefore, the programs under Public Law 87-256 must be operated in compliance with this law.

WILLIAM ROCKHILL NELSON GALLERY OF ART

Office of
LAURENCE SICKMAN
DIRECTOR

The William Rockhill Nelson Trust
ATKINS MUSEUM OF FINE ARTS
4525 OAK STREET
KANSAS CITY, MISSOURI 64111
(816) 561-4000

UNIVERSITY TRUSTEES:
MILTON MCGREEVY
MENEFEE D. BLACKWELL
HERMAN R. SUTHERLAND

31st January, 1975

Murray Zinoman, Esq.,
China Program Officer,
Office of East Asian and Pacific Programs,
Bureau of Educational and Cultural Affairs,
Department of State,
Washington, D.C. 20520

Dear Mr. Zinoman,

You are, of course, quite right that we are daily more occupied with details of the Chinese exhibition. Things do, however, seem to be moving along, and are beginning to take relatively satisfactory form.

Thank you for enclosing the agreement between us and the PRC concerning the exhibition. We have not had an opportunity to study this document heretofore. I am forwarding copies to my Trustees, and should we have any questions I will write you about them at the earliest possible moment.

In regard to the United States Committee or the US side, since my name is listed on the official committee, I assume that will take care of the matter, and my Trustee, Mr. McGreevy, is listed in the Committee of Honor.

In addition to the three committees and Trustees published in the illustrated handlist of the National Gallery, we plan to include the Kansas City working committee under the following heading: "The Working Committee for the Exhibition of the Archaeological Finds of the People's Republic of China of the Nelson Gallery-Atkins Museum of Kansas City, Missouri." This is in order to acknowledge the services of those who have worked most closely with the exhibition locally.

I am sending Meredith Palmer today copies of the committees and am enclosing a copy for you.

In regard to the seven paragraphs in your letter of the 22nd:

(1) We have contacted Pan-American, TWA, and Northwestern Air Lines, and are currently getting bids on two 707 aircraft flights from Washington to Kansas City, and Kansas City to Peking. I am keeping in touch with Alex Lacy on this matter.

(2) Some time past we assured Mr. Hsieh that we would forward him plans for security on the arrival of the exhibition in Kansas City and during the showing. It was not possible to work these out in any satisfactory detail until the floor plans for redesigning the galleries

31st January, 1975

had been completed. This has been delayed due to a revision in order to extend the exhibition area to at least 18,000 sq. ft., this in addition to public assembly areas, etc. These plans are now sufficiently complete that we can make a security survey, and we have an appointment with Major Fred Gunther, Chief of the Security Division of the Kansas City Police Department, on Monday, February 3rd, to make a complete survey and draw up security plans.

(3) Marc Wilson has been in telephone communication with Mr. Hsieh and others of the Mission regarding the material to be included in our catalogue, and the manuscript of this material is being forwarded to Mr. Hsieh. The only other publication we have prepared at this time is the general announcement brochure, a copy of which is enclosed, and an additional copy is being forwarded to the Mission.

(4) We will, of course, be very much interested in following the negotiations which the National Gallery is conducting with the Chinese in regard to the percentages of the reimbursement of editorial expenses and material provided. In our pictorial record of the exhibition we are using a number of negatives and transparencies supplied by the Mission.

(5) Installation plans are following the sequence of the Chinese catalogue almost to the letter, and I am sure they will be only the most minor modifications for which, of course, we will seek the approval of the curators.

(6) We anticipate that dismantling and packing of the exhibition can be achieved within ten days, though this will be a rather close schedule. We will, however, make every effort to adhere to it. There will be another factor involved here, and that is the exact date of the availability of the planes to carry the exhibition to Peking.

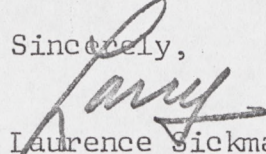
(7) This will be a rather expensive item. The catalogue will be sold at cost, plus minimal handling, and will have to sell for \$4.00, and the posters are costing us \$1.00 apiece, consequently 300 catalogues and 300 posters would be a matter of \$1,500. It seems unlikely, but possibly some of this might be balanced against some of the charges listed in (4) above.

I have written Peter Solmssen requesting a list of officials, curators and others who should be included in the invitations to the opening ceremonies, now scheduled for the evening of April 19th.

As I say, as soon as my Trustees and all of us have had time to go over the documents, we may have some questions. We should be in fairly good shape to supply at least preliminary information concerning security by the middle of next week.

With thanks for your invaluable assistance, and every good wish.

Sincerely,


Laurence Sickman
Director

LS:jf

Enc.

People's Repub. Agreements Photography & Photo-graphs

PHOTOGRAPHS OF OBJECTS IN THE EXHIBITION OF ARCHAEOLOGICAL FINDS OF THE PEOPLE'S REPUBLIC OF CHINA ARE AVAILABLE

Eight by ten inch (8 x 10) glossy black and white photographs of each object in the Exhibition of Archaeological Finds of the People's Republic of China are available and may be ordered. These prints will be made from negatives provided by the People's Republic of China. They are for study and educational purposes only and may not be reproduced without permission. Permission to reproduce may be requested in writing, with purposes stated, of:

The Liaison Office of the People's Republic of China
2800 Connecticut Avenue NW
Washington, DC 20008

To order, tear off the bottom half of this form and mail it to:

Photographic Department
Nelson-Atkins Museum of Fine Arts
4525 Oak Street
Kansas City, MO 64111

ORDER FORM

Name:

Address:

City/State:

Zip Code:

Please send to the above address one each black and white 8 x 10" prints at \$2.00 each, including postage (in the USA and Canada only) of the following objects, as numbered in the current catalogue of this exhibition:

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I enclose my check _____ money order _____.

Date _____

Signature _____



DEPARTMENT OF STATE

Washington, D.C. 20520

January 22, 1975

Dr. Lawrence Sickman
Nelson Gallery - Atkins Museum
4525 Oak Street
Kansas City, Missouri 64111

Dear Dr. Sickman:

I can just imagine how busy you have been preparing for the show. I have just recently returned from a three week vacation and am just now beginning to focus on the Kansas City portion of the Exhibition. Meredith Palmer has been in contact with Mark Wilson and has filled me in on some of your plans. It sounds like things are moving ahead full stream.

Enclosed with this letter is a full set of documents constituting the basic formal agreement between ourselves and the PRC on the Exhibition. It includes a government-to-government section, which is in the form of an exchange of letters between PRC vice-Foreign Minister Yu Chan and Director of the US Liaison Office in Peking, George Bush, an agreement between the two committees for the Exhibition, and a note of understanding which we presented to the Chinese at the time of signing in Peking. The purpose of this note was to present our understanding of certain sections of the agreement which we considered unclear or incomplete in the agreement document. During the showing of the Exhibition in Kansas City, the Nelson Gallery will effectively represent the "US Committee" or the "US side" as mentioned in the agreements.

Aside from this formal agreement, there are a number of oral understandings which were discussed during the negotiations in Peking. They are:

1. The US agreed to transport the exhibition from Washington to Kansas City aboard two 707-size aircrafts. You are already aware that the National Endowment for the Humanities will most likely be financing the transportation and I am told you have already been in contact with them on this matter.
2. Plans for security of the Exhibition will be provided, in advance, to the PRC Liaison Office. During our visit to Kansas City at the end of October, the PRC officials asked for a memorandum

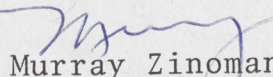
outlining the Gallery's security plans for the exhibition. If you have not already provided such a report, it should be sent to the Liaison Office.

3. The Chinese have asked that copies of publicity material prepared by the Gallery be provided them in advance. This does not give the Chinese, however, right of approval.
4. The US side will reimburse the Chinese side for expenses, editorial and otherwise, in connection with materials provided for publicity. The National Gallery is now in the process of negotiating the percentages with the Chinese and I will keep you informed as to the development on this matter.
5. The US side will not change the sequence of the exhibits in general, although some minor modifications can be made with the approval of the curators.
6. The Chinese expect the exhibits to be packed and ready for shipment from eight to ten days after the closing of the Exhibition.
7. The Chinese side would like 300 copies of all major publicity materials. This would include catalogues, posters, brochures etc.

I will be in contact with you in the near future concerning security, opening ceremonies, a visit by the curators and other details. If you have any questions concerning any of the enclosed documents, the oral understandings or any other aspect of the show, please feel free to contact me.

I am looking forward to working closely with you on the Exhibition.

Sincerely yours,



Murray Zinoman
China Program Officer
Office of East Asian and Pacific Programs
Bureau of Educational and Cultural Affairs

Enclosures
As Stated

Excellency:

I have the honor to refer to the exchange of letters and the agreement of today's date relating to the holding in the United States of "The Exhibition of the Archeological Finds of the People's Republic of China."

The following discussion is intended to express the views and understandings of the United States Government concerning various elements of the letters and the protocol which were raised during the course of the negotiations.

In connection with Point 4 of your letter, it is understood that the exhibits would be handed over to the US side approximately eight days after the exhibition closes in Toronto and will be handed back to the Chinese Government in Peking approximately 13 days after the exhibition closes in Kansas City to a representative of the Chinese Government.

In connection with Point 5 of your letter, it is understood that the phrase "during shipment from Toronto to Washington, or while they are in the United States or enroute from Kansas City back to Peking", shall be taken to mean during the period subsequent to loading on the aircraft at Toronto Airport and prior to being handed back in Peking to a representative of the Chinese Government.

In further connection with Point 5 of your letter, it is understood that in the event of partial loss or damage, indemnification shall be made in proportion to the loss or damage as such proportion may be agreed upon in friendly consultations between the two governments.

In connection with Article VI of the agreement, it is understood that assembling the objects in Toronto, packing them, transporting them to the means of transport to the United States and loading them aboard the means of transport shall not be the responsibility of the United States side.

I avail myself of this opportunity to express to your Excellency the assurances of my highest consideration.

George Bush
Chief of the Liaison Office
of the United States of America

A G R E E M E N T

BETWEEN

THE U.S. COMMITTEE FOR THE EXHIBITION OF ARCHEOLOGICAL
FINDS OF THE PEOPLE'S REPUBLIC OF CHINA OF THE
NATIONAL GALLERY OF ART OF THE UNITED STATES OF AMERICA

AND THE

COMMITTEE FOR THE ORGANIZATION OF EXHIBITIONS OF
ARCHEOLOGICAL FINDS OF THE PEOPLE'S REPUBLIC OF CHINA
CONCERNING THE EXHIBITION OF
ARCHEOLOGICAL FINDS OF THE PEOPLE'S REPUBLIC OF CHINA

Subject to the exchange of letters between Yu Chan, Vice-Minister of Foreign Affairs of the People's Republic of China, and George H.W. Bush, Chief of the Liaison Office of the United States of America to China, concerning the Exhibition of Archeological Finds of the People's Republic of China, the U.S. Committee for the Exhibition of Archeological Finds of the People's Republic of China of the National Gallery of Art of the United States of America (hereinafter referred to as the U.S. side) and the Committee for the Organization of Exhibitions of Archeological Finds of the People's Republic of China (hereinafter referred to as the Chinese side) have agreed as follows:

Article I

The Chinese side shall provide the U.S. side with the objects to be exhibited. Annex A to the above-mentioned exchange of letters contains a list of the objects, and Annex B gives their individual valuations.

The U.S. side shall make no alterations in regard to the name, foreword, charts and captions of the Exhibition and the order of display of the objects as prescribed by the Chinese side.

Article II

Each object shall be photographed, and, where an object has been damaged or repaired, as many photographs as are necessary will be taken of it. At the time of handing over in Toronto and Peking, the representatives of both sides shall verify these photographs with the objects and sign the relevant photographs. The U.S. side is responsible for returning the original objects to the Chinese side.

Article III

The procedure for handing over the objects from the Chinese side to the U.S. side shall take place in Toronto. Representatives of both sides shall be present at the moment of handover and packing. Each object shall be examined and a report written on it, which shall be signed by the representatives of both sides. When the objects are unpacked after arrival in the United States, the representatives of both sides shall examine the objects and write and sign reports on them.

Article IV

When the objects are returned to Peking after close of the Exhibition and when they are handed over by the U.S. side to the Chinese side, the representatives of both sides shall examine the condition of the objects and sign the reports which they have written on them.

Article V

After the objects have been put into showcases in the United States, the showcases shall be immediately sealed with pieces of paper on which the representatives of both sides have affixed their signatures, and neither side may break the seals unilaterally. While the objects are in the United States, they may not be taken out of the showcases for reproduction, copying or photographing without permission of the Chinese side.

Article VI

With the exception of the costs of transportation of the objects as provided for in the exchange of letters between Vice-Foreign Minister Yu Chan and Chief of the U.S. Liaison Office George H.W. Bush concerning the Exhibition of Archeological Finds of the People's Republic of China, the other costs of the Exhibition shall be dealt with according to the following provisions:

(1) The Chinese side shall bear the costs of assembling the objects and packing them in China.

(2) The U.S. side shall bear all the costs connected with the mounting of the Exhibition in the United States and prior to their handover to the Chinese side in Peking.

(3) The Chinese side will send four officials and one interpreter to escort the Exhibition. Their travel costs to and from the United States shall be paid by the Chinese side. The U.S. side shall bear the board, lodging, traveling and medical costs while the four officials and interpreter are in the United States.

Article VII

The proceeds of the Exhibition will go to the U.S. side.

Article VIII

The Chinese side shall supply the U.S. side with the documentaries "New Discoveries in Archeology" and "Cultural Relics Discovered During the Cultural Revolution" for showing in the United States.

Article IX

Any differences which may arise in carrying out the terms of this Agreement shall be settled through consultations between the representatives of the two sides. If necessary, these differences shall be referred to the official organs of the two countries.

Article X

This Agreement shall come into force on signature and shall remain in force until the complete fulfillment by the two sides of all their obligations arising therefrom.

Done in duplicate in Peking on October 23, 1974, in the English and Chinese languages, both texts being equally authentic.

For the
U.S. Committee for the Exhibition of Archeological Finds of the People's Republic of China of the National Gallery of Art of the United States of America

For the
Committee for the Organization of Exhibitions of Archeological Finds of the People's Republic of China

Angus W. Bunker

王治光

14
B
M

Peking, October 28, 1974

Excellency:

I have the honor to refer to your letter of today's date regarding the holding of "The Exhibition of Archeological Finds of the People's Republic of China" in the United States. This letter reads in translation as follows:

"Excellency:

"When Dr. Henry A. Kissinger, Assistant to the President of the United States of America on National Security Affairs, was on a visit to the People's Republic of China in February, 1973, he expressed to the Chinese Government the hope that the Exhibition of Archeological Finds of the People's Republic of China would be held in the United States. I have the honor to inform Your Excellency that, with a view to promoting understanding and friendship between the Chinese and American peoples, the Chinese Government is agreeable to the holding of this Exhibition at the National Gallery of Art in Washington, D.C. and at the Nelson Gallery-Atkins Museum in Kansas City, Missouri, from December 8, 1974 to June 7, 1975.

"To ensure the complete success of the Exhibition, I wish to call Your Excellency's attention to the following points:

"1. The body responsible for the Exhibition on the Chinese side is the Committee for the Organization of Exhibitions of Archeological Finds of the People's Republic of China. It will sign an agreement on specific arrangements for the Exhibition with a corresponding body of the United States.

"2. Annex A contains a list of the objects to be exhibited. Individual valuations of these objects are listed in Annex B. These annexes shall not be subject to modification except with the consent of the bodies responsible for the Exhibition on both sides.

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"3. The United States Government guarantees judicial and administrative immunity for the objects listed in Annex A while they are in the United States. The United States side shall adopt comprehensive measures to ensure the security of the objects after their entry into the territory of the United States and to facilitate the smooth handling of the Exhibition.

"4. The objects shall be handed over by a representative of the Chinese Government to a representative of the United States Government in Toronto, and, after the close of the Exhibition, they shall be handed over in Peking by a representative of the United States Government to a representative of the Chinese Government. The procedure for handing over the objects shall be determined between the bodies responsible for the Exhibition on the two sides.

"5. In the event of loss or damage of the objects during shipment from Toronto to Washington, D.C. or while they are in the United States or en route from Kansas City, Missouri back to Peking, the United States Government shall indemnify the Chinese Government in accordance with the valuations of the objects as listed in Annex B.

"In the event that loss or damage results from acts of force majeure -- crash of aircraft, war or warlike operations and strong earthquakes -- indemnification shall be paid at a rate of 50 percent of the valuations of the objects as listed in Annex B.

"6. The United States Government shall be responsible for the costs of transportation of the objects from Toronto to Washington, D.C., from Washington, D.C. to Kansas City, Missouri, and from Kansas City, Missouri to Peking. The means of transport shall be provided by the United States side.

"7. Any questions or disputes which may arise in connection with the holding of this Exhibition shall be settled through consultations between the official organs of the two countries.

"If Your Excellency would kindly confirm the above-mentioned points in a letter of reply, this letter and Your Excellency's reply shall constitute an agreement between our two sides.

"I avail myself of this opportunity to express to Your Excellency the assurances of my highest consideration.

(Signed) Yu Chan
Vice-Minister of Foreign Affairs
of the People's Republic of China"

I am pleased to confirm the above-mentioned points and to agree that Your Excellency's letter and this reply constitute an agreement between our two sides.

I am further pleased to state that in connection with Point 1 of your letter, the corresponding United States body responsible for the Exhibition on the United States side is the United States Committee for the Exhibition of Archeological Finds of the People's Republic of China of the National Gallery of Art of the United States of America.

I avail myself of this opportunity to express to Your Excellency the assurances of my highest consideration.

George H.W. Bush
Chief of the Liaison Office
United States of America in
the People's Republic of China